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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 PUGET SOUND ELECTRICAL
12 WORKERS HEALTHCARE TRUST,
13 et al.,

14 Plaintiffs,

15 v.

16 LIGHTHOUSE ELECTRICAL
17 GROUP LIMITED PARTNERSHIP,
18 et al.,

Defendants.

CASE NO. C12-276 RAJ

ORDER

19 This matter comes before the court on plaintiff's motion for default judgment
20 against defendants Lighthouse Electrical Group Limited Partnership and Lighthouse
21 Electrical, Inc. Dkt. # 71.

22 The court's role in considering a motion for default judgment is not ministerial.
23 The court must accept all well-pleaded allegations of the complaint as established fact,
24 except facts related to the amount of damages. *TeleVideo Sys., Inc. v. Heidenthal*, 826
25 F.2d 915, 917-18 (9th Cir. 1987). Where those facts establish a defendant's liability, the
26 court has discretion, not an obligation, to enter a default judgment. *Aldabe v. Aldabe*, 616
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1 F.2d 1089, 1092 (9th Cir. 1980); *Alan Neuman Productions, Inc. v. Albright*, 862 F.2d
2 1388, 1392 (9th Cir. 1988). The plaintiff must provide evidence to support a claim for a
3 particular sum of damages. *TeleVideo Sys.*, 826 F.2d at 917-18; *see also* Fed. R. Civ. P.
4 55(b)(2)(B). Where the plaintiff cannot prove that the sum he seeks is “a liquidated sum
5 or capable of mathematical calculation,” the court must conduct a hearing or otherwise
6 ensure that the damage award is appropriate. *Davis v. Fendler*, 650 F.2d 1154, 1161 (9th
7 Cir. 1981).

8 The court cannot grant default judgment because not all agreements provided to
9 the court have been executed. Dkt. # 73-1 at 25, 73-2 at 64 (Exs. 4 & 7 to Maxwell
10 Decl.). Additionally, this court has previously advised the parties of its expectations that
11 they review and abide by all applicable rules, including the local civil rules with respect
12 to courtesy copies. Dkt. # 38. On June 3, 2014, the court specifically ordered plaintiffs
13 to provide a courtesy copy of its motion for default judgment and accompanying exhibits
14 that complied with Local Civil Rule 10(e), which requires, among other things, that the
15 exhibits be clearly marked and separated by divider pages and that “relevant portions of
16 testimony or exhibits be clearly marked, such as by highlighting, bracketing, or
17 underlining.” Dkt. # 74 at 1. Although the exhibits to the Maxwell Declaration are now
18 separated by divider pages, the relevant portions of the exhibits (that support the
19 allegation that the four trust agreements assessed 10 percent liquidated damages, 12
20 percent interest on all delinquent contributions, and audit fees) have not been clearly
21 marked as required by court order and the Local Civil Rules. The court will not hunt
22 through the record to identify the relevant provisions. Finally, plaintiff has not provided
23 any supporting evidence of the delinquent contributions and audit fees, or demonstrated
24 that it is entitled to the audit fees. A declaration simply stating the amount of delinquent
25 contributions and audit fees, without supporting evidence, is insufficient.

26 For all the foregoing reasons, the court DENIES plaintiffs’ motion for default
27 judgment. Plaintiffs may file a renewed motion for default judgment that addresses the

1 deficiencies identified above within fourteen days of this order. Additionally, plaintiff's
2 counsel is ORDERED to SHOW CAUSE why it should not be sanctioned \$500.00 for
3 violating this court's order and Local Civil Rule 10(e). Counsel's response to the order to
4 show cause shall be included in the renewed motion for default judgment. If plaintiff
5 does not file a renewed motion, counsel's response shall be due within fourteen days of
6 this order.

7 Dated this 30th day of June, 2014.

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10 The Honorable Richard A. Jones
11 United States District Judge
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